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WILSON & McCOLL  
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Telephone: (208) 345-9100  
ISB No. 1615  
Attorney for Creditor  
Dallas Hess, Inc. dba  
BioFlora Northwest

U.S. COURTS

2000 SEP 11 14:16

ah  
FEE PAID  
RCPT #67127

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In re:	)	
	)	Case No. 00-00914
KENNETH R. McRAE and	)	
DEBRA A. McRAE	)	MOTION FOR RELIEF FROM
	)	AUTOMATIC STAY, NOTICE
Debtor.	)	TO DEBTOR AND NOTICE OF
	)	HEARING

COMES NOW Dallas Hess, Inc. dba BioFlora Northwest, (hereinafter referred to as "Bioflora") a secured creditor, and pursuant to 11 U.S.C. § 362, respectfully moves this Court for its Order granting relief to this Creditor from the effect of the automatic stay existing by virtue of 11 U.S.C. § 362(a) on the property hereinafter described, by annulling, modifying, or otherwise terminating the automatic stay so as to allow this Creditor to enforce its rights in certain collateral. In support of this Motion, this Creditor represents as follows:

I.

On or about August 4, 1999, the debtor executed that certain

UCC-1F to secure payment to BioFlora for fertilizer and chemicals sold to debtor by BioFlora. BioFlora was granted a security interest in certain personal property therein described. Pursuant to the statutes of the State of Idaho, BioFlora perfected its security interest in the collateral. The collateral consists of the following:

Dry beans, lima beans and hay

A true and correct copy of the UCC-1F executed by such debtor is attached hereto and made a part hereof.

2. The Debtor(s) does not have any equity in the collateral. Notwithstanding that fact, however, the Debtor(s) has not provided adequate protection to BioFlora for its interest in (if any) or its use of (if any) BioFlora's collateral.

3. On the petition date of April 13, 2000 there was due, owing and unpaid, the sum of \$34,037.79, with interest accruing thereafter at the rate of 18% per annum.

4. The collateral has a value of approximately \$25,000.00.

WHEREFORE, in consideration of the above, this Court should forthwith order that the automatic stay in force pursuant to §362(a) of the Bankruptcy Code be annulled, terminated and modified so as to allow BioFlora to enforce its right in and to the collateral above described by virtue of the contracts between BioFlora and Debtor(s) and applicable state and federal law.

Further, should BioFlora exercise its rights to repossess and sell or otherwise liquidate the subject collateral pursuant to an Order for Relief from Stay, BioFlora requests the right to file an

amended Proof of Claim (within 90 days of) after the sale of the collateral for any deficiency balance remaining and such balance is to be paid and treated as an unsecured claim under the existing Confirmed Plan, if any. BioFlora maintains this right in the event that this case should convert to a subsequent chapter. BioFlora, pursuant to Rule 4001(a)(3), requests the Court waive the ten (10) day stay otherwise in effect upon entry of an Order.

DATED this 31 day of May, 2000.

WILSON & McCOLL

By 

JEFFREY M. WILSON  
Attorney for Claimant

### NOTICE

YOU ARE HEREBY NOTIFIED that pursuant to Section 362(e) of the U.S. Bankruptcy Code, any stay in effect as against the secured creditor as to the property described above by virtue of Section 362(a) of the U.S. Bankruptcy Code will automatically vacate thirty (30) days from the date of service of this Motion without further notice of hearing unless this court after appropriate notice and hearing and within said thirty (30) day period, orders that said stay be continued in effect pending a final hearing and determination under Section 362(d).

YOU ARE FURTHER NOTIFIED that in the event an Order continuing the stay is not entered within thirty (30) days of the service of this Motion, the court may enter its Order without further notice to you annulling, terminating, or otherwise modifying the automatic stay as requested in this Motion. Any hearing, preliminary or otherwise, must be done by due and appropriate notice to the undersigned, and set and approved in advance by the calendar clerk of the Bankruptcy Court. The stipulations, promises or agreements as to the continuation of the automatic stay contrary to the provisions of Section 326(e) will not be considered effective or binding by secured creditor unless in writing and approved by and on file in the Bankruptcy Court.

### NOTICE OF PRELIMINARY HEARING PURSUANT TO 11 U.S.C. 362

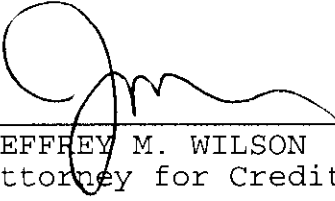
YOU WILL PLEASE TAKE NOTICE that on the 6th day of June, 2000, at 9:30 a.m., of said day, or as soon thereafter as counsel can be heard, at the above-named Court at U.S. Bankruptcy Cour, 550 W.

Fort St., Boise, Idaho, will call up for disposition by the Court  
its Motion for Relief from Stay.

DATED this 31 day of May, 2000.

WILSON & McCOLL

By

  
JEFFREY M. WILSON  
Attorney for Creditor

CERTIFICATE OF MAILING

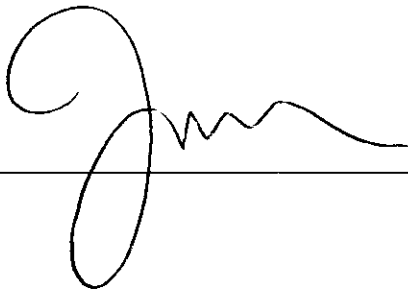
I HEREBY CERTIFY that on the 31 day of May, 2000, I mailed  
a true and correct copy of the foregoing MOTION TO VACATE  
AUTOMATIC STAY AND NOTICE OF HEARING by regular United States  
mail with the correct postage affixed thereon addressed to:

Kenneth and Debra McRae  
Rt. 1, Box 1295  
20000 River Rd.  
Homedale, Idaho 83628

Alan J. Coffel  
Attorney at Law  
703 10<sup>th</sup> Ave. S.  
Nampa, Idaho 83651

Richard E. Crawforth, Trustee  
2404 Bank Dr. #312  
Boise, Idaho 83705

U.S. Trustee  
P.O. Box 110  
Boise, Idaho 83701

  
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STATE OF IDAHO - FARM PRODUCTS FINANCING  
STATEMENT - FORM UCC-1F

Customer account number

36100

See instructions, fee schedule and tables of codes on reverse

Mailed to Secretary of State, UCC Division, 700 W. Jefferson, P.O. Box 83720, Boise, ID 83720-0080 Ph 208-334-3191

Debtor #1 (Last name, first, middle, title &amp; mailing address)

SSN or TIN

Debtor #3

527-35-8510

KENNETH M'RAE  
RT 2 BOX 1295  
HOMEDALE, ID

Debtor #2

Debtor #4

Name and Address of Secured Party

DALLAS HESS INC dba BEACON NORTHWEST FARM TRAIL  
7757 HWY 45  
NAMPA, ID 83686

Assignee and Address

Mailing Name and Address for acknowledgment, if not Secured Party

Item No.	Product Code	Product Name (optional)	County Code(s)	Crop Year(s), if Less than All	Amount, if Necessary	Unit	Add. Info.
1	070	DRY BEANS	37				
2	176	WINTER BEANS	37				
3	030	HAY	37				
4							
5							
6							
7							
8							
9							

Signature(s) of Debtor(s)

X *[Signature]*

Secured Party Signature

DALLAS HESS INC dba BEACON NORTHWEST FARM TRAIL, CHAIRMAN

TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.

Secured Party or Assignee of Record

Date

Filing Office Use Only

IDAHO SECRETARY OF STATE

08/04/1999 10:31  
CK: none CT: 36100 BN: 2393541 @ 10.00 = 10.00 UCCIF FILE # 2  
1 @ 4.00 = 4.00 SURCHG # 3

Filing Numbers F 61698

s:\u0001om\struct\pms Revised 9/96

Date: 3/31/2000

AGEO OPEN AND CLOPE 10 DAYS BETWEEN PERIODS

Page: 13

Balance 30 or Less 60 Days 90 Days 120 Days Over 120 Days

MCR000: MCRAE FARMS

I 6/22/1998 14376 Invoice	1,230.00
DUE: 6/22/1998 AGING: 6/22/1998	
F 6/30/1998 14523 Finchg	315.50
DUE: 6/30/1998 AGING: 6/30/1998	
F 7/31/1998 14841 Finchg	449.57
DUE: 7/31/1998 AGING: 7/31/1998	
F 8/31/1998 15051 Finchg	449.57
DUE: 8/31/1998 AGING: 8/31/1998	
F 9/30/1998 15163 Finchg	311.20
DUE: 9/30/1998 AGING: 9/30/1998	
F 10/31/1998 15333 Finchg	311.20
DUE: 10/31/1998 AGING: 10/31/1998	
F 11/30/1998 15431 Finchg	311.20
DUE: 11/30/1998 AGING: 11/30/1998	
F 12/31/1998 15482 Finchg	294.98
DUE: 12/31/1998 AGING: 12/31/1998	
F 1/31/1999 15517 Finchg	294.98
DUE: 1/31/1999 AGING: 1/31/1999	
F 2/28/1999 15551 Finchg	294.98
DUE: 2/28/1999 AGING: 2/28/1999	
F 3/31/1999 15683 Finchg	294.98
DUE: 3/31/1999 AGING: 3/31/1999	
F 4/30/1999 15935 Finchg	294.98
DUE: 4/30/1999 AGING: 4/30/1999	
I 5/25/1999 16141 Invoice	5,271.28
DUE: 5/25/1999 AGING: 5/25/1999	
F 5/31/1999 16171 Finchg	294.98
DUE: 5/31/1999 AGING: 5/31/1999	
I 6/01/1999 16439 Invoice	2,628.27
DUE: 6/01/1999 AGING: 6/01/1999	
F 6/30/1999 16518 Finchg	374.05
DUE: 6/30/1999 AGING: 6/30/1999	
F 7/31/1999 16862 Finchg	413.47
DUE: 7/31/1999 AGING: 7/31/1999	
F 8/31/1999 17012 Finchg	413.47
DUE: 8/31/1999 AGING: 8/31/1999	
F 9/30/1999 17175 Finchg	413.47
DUE: 9/30/1999 AGING: 9/30/1999	
F 10/31/1999 17289 Finchg	413.47
DUE: 10/31/1999 AGING: 10/31/1999	
F 11/30/1999 17391 Finchg	413.47
DUE: 11/30/1999 AGING: 11/30/1999	
F 12/31/1999 17456 Finchg	413.47
DUE: 12/31/1999 AGING: 12/31/1999	
F 1/31/2000 17492 Finchg	413.47
DUE: 1/31/2000 AGING: 1/31/2000	
F 2/29/2000 17525 Finchg	413.47
DUE: 2/29/2000 AGING: 2/29/2000	
F 3/31/2000 17633 Finchg	413.47
DUE: 3/31/2000 AGING: 3/31/2000	

35,691.67

413.47

826.94

.00

413.47

34,037.79

25	MCR000	McRAE FARMS	
26	I	5/01/1998 14066 Invoice	144.40
27		DUE: 5/01/1998 AGING: 5/01/1998	
28	I	5/01/1998 14072 Invoice	1,666.14
29		DUE: 5/01/1998 AGING: 5/01/1998	
30	I	5/04/1998 14080 Invoice	1,704.84
31		DUE: 5/04/1998 AGING: 5/04/1998	
32	I	5/04/1998 14081 Invoice	1,111.30
33		DUE: 5/04/1998 AGING: 5/04/1998	
34	I	5/04/1998 14087 Invoice	3,839.05
35		DUE: 5/04/1998 AGING: 5/04/1998	
36	I	5/06/1998 14094 Invoice	1,118.50
37		DUE: 5/06/1998 AGING: 5/06/1998	
38	I	5/07/1998 14102 Invoice	852.42
39		DUE: 5/07/1998 AGING: 5/07/1998	
40	I	5/11/1998 14113 Invoice	209.00
41		DUE: 5/11/1998 AGING: 5/11/1998	
42	F	5/31/1998 14199 Finchg	114.57
43		DUE: 5/31/1998 AGING: 5/31/1998	
44	I	6/09/1998 14357 Invoice	842.00
45		DUE: 6/09/1998 AGING: 6/09/1998	
46	I	6/09/1998 14358 Invoice	1,473.50
47		DUE: 6/09/1998 AGING: 6/09/1998	
48	I	6/11/1998 14359 Invoice	1,599.80
49		DUE: 6/11/1998 AGING: 6/11/1998	
50	I	6/12/1998 14360 Invoice	2,105.00
51		DUE: 6/12/1998 AGING: 6/12/1998	
52	I	6/15/1998 14362 Invoice	1,136.70
53		DUE: 6/15/1998 AGING: 6/15/1998	
54	I	6/16/1998 14364 Invoice	631.50
55		DUE: 6/16/1998 AGING: 6/16/1998	
56			
57			